

REMARKS

Initially, Applicant thanks the Examiner for the courtesies extended to Applicant's representative in a telephonic interview conducted on April 7, 2009. During the interview, Applicant's representative explained the nature of the invention, requested clarification of the Examiner's continued rejection under 35 U.S.C. §112, requested that Obara be removed as a reference and requested that the Examiner reconsider the application of Honda.

In regard to the rejection under 35 U.S.C. §112, the Examiner agreed that the term "display" was a more appropriate term for use in the claims than the term "draw." Furthermore, the Examiner directed Applicant's representative's attention to the term "outer circumference" and requested that "outer circumference" be changed to "external shape" In order to comport with the terminology as used in the specification. The Examiner stated that amending the claims to use the terminology "display" and "external shape" would most likely overcome the rejections under 35 U.S.C. §112 but further review would be necessary.

In regard to the removal of Obara, the Examiner noted that, as he has not entered the Amendment After Final Rejection dated January 16, 2009, he was unable to comment fully on the removal of Obara but would do so when he next picks up the case. In this regard, it is still Applicant's intention to submit an English language translation of Japanese Patent Application No. 2002-251713, in approximately one month's time.

In regard to the application of Honda, the Examiner indicated that he now understands that the current claims of the subject application are directed to an image processing apparatus that allows a user to set a layout to an image to be printed onto a surface of a recording medium rather than an apparatus for printing a label on the recording medium, as in Honda. In particular, the Examiner noted that use of the term "display" rather than "draw" helped clarify

this point for him. However, the Examiner was unwilling to state whether or not Honda has now been overcome without first entering the Amendment After Final Rejection and further study.

Except for the issues related to the rejections under 35 U.S.C. §112, no other agreements were reached regarding the claims.

In regard to the above-amendments to the claims, they contain the substance of the agreement reached with the Examiner regarding the terms “outer circumference” and “external shape”. Entry of the amendments and speedy passage to allowance is respectfully requested.

CONCLUSION

No claim fees are believed due; however, should it be determined that additional claim fees are required, the Director is hereby authorized to charge such fees to Deposit Account 06-1205.

Applicant's undersigned attorney may be reached in our Costa Mesa, CA office at (714) 540-8700. All correspondence should continue to be directed to our below-listed address.

Respectfully submitted,

/Frank Cire #42,419/
Frank L. Cire
Attorney for Applicant

FITZPATRICK, CELLA, HARPER & SCINTO
30 Rockefeller Plaza
New York, New York 10112-3800
Facsimile: (212) 218-2200

FGHS_WS 3126487v1